

DATA SHARING AGREEMENT
(Teton County, Idaho)

THIS DATA SHARING AGREEMENT (“Agreement”) is effective as of the 11th day of July, 2022, by and between the State of Idaho, Office of Information Technology Services (“ITS”) and Teton County, Idaho (“County”).

RECITALS

- A. ITS is willing to provide a digital platform to acquire and aggregate County’s parcel data into a single, uniform database and to make those data available to approved parties via secure electronic network connection.
- B. County is the repository for real property parcel data within its boundaries.
- C. County and ITS recognize the need for improved government and public access to accurate real property parcel data.
- D. County is willing to provide ITS with its real property parcel data under the terms and conditions of this Agreement.

AGREEMENT

The parties agree as follows:

- 1. Definitions.
 - a. ‘**Data**’ is defined as the real property parcel data and associated tables created by the County and shared with ITS
 - b. ‘**Standardized Dataset**’ is defined as a centralized database located at ITS where the Data from the County is stored after it has been consolidated with Data from other participating counties and formatted into the standardized schema specified in the “Idaho Parcel Data Exchange Standard” (ITA Standard S4232) established by Idaho Technology Authority (ITA) pursuant to Idaho Code 67-833.
 - c. ‘**Public Agency Dataset**’ is defined as a subset of the Standardized Dataset that the County is willing to share with the public agencies as indicated in Addendum B, Public Agencies that are approved to use Public Agency Data, and contains the columns, or attributes agreed upon in Addendum A.
 - d. ‘**General Public Dataset**’ is defined as a subset of the Standardized Dataset that the County is willing to share with the general public and contains the columns, or attributes, agreed upon in Addendum A.

2. Term and Termination.

- a. This Agreement is effective as of the first day set forth above and shall continue in effect until terminated.
- b. This Agreement may be terminated by either party upon sixty (60) days prior written notice to the other party specifying the date of termination.
- c. Either party may terminate this Agreement immediately upon written notice if (i) the other party is in material breach of any material term, condition, covenant, or obligation under that agreement, or (ii) the Idaho legislature or the County commissioners fail, neglect, or refuse to appropriate sufficient funds as may be required for the continuation of the obligations under this Agreement. The agreement will terminate upon either party's receipt of written notice.

3. Exchange of Data.

- a. County Data. County will provide Data to ITS for integration into the Standardized Dataset. Nothing in this Agreement limits County's use of the Data or provides exclusive access to the Data by ITS.
- b. Format. The Data will contain information required for ITS to create the Public Agency Dataset.
- c. Transfer Method. County will transfer Data to ITS in electronic format via email, FTP, online download, or hosted feature REST service which is an online method for sharing data.
- d. Revision. In the event ITS has questions concerning the Data or the format of the Data, the County will assist ITS in resolving any questions ITS may have.
- e. Updates. County will provide updates to the Data to ITS no less than every six (6) months.
- f. Technical Assistance. ITS will provide technical assistance to County to help with County's transfer of Data to ITS.

4. Use of Data.

- a. Aggregation and Revision. ITS will aggregate Data into the Standardized Dataset. If the Data is not in the same schema as the Standardized Dataset, then ITS will convert the Data in the Standardized Dataset schema.

- b. Security. Conversion of the Data into Standardized Dataset is done in an internal, secure environment. Data and Standardized Dataset will be secured using groups and collaborations set up inside Esri's ArcGIS Online and ITS' portal infrastructure. Those secure sharing tools are FedRAMP approved.
- c. Access to Public Agency Dataset. The public agencies included in Addendum B will have access to the Public Agency Dataset through a hosted feature REST service. All public agencies shall agree to the License Agreement (Exhibit A) before gaining access to the Public Agency Dataset.
- d. Access to General Public Dataset . The general public can access General Public Dataset through the hosted feature REST service as well as in other GIS dataset formats using Esri's 'Open Data' technology. The General Public Dataset is accompanied by the disclaimer in Exhibit B.
- e. Public Records Requests. ITS will refer public records requests for the Data to County. Where required by law, ITS may release Data pursuant to a public records request, subject to State of Idaho public records request policy.


5. Miscellaneous.

- a. No Partnership. This Agreement does not create a partnership between the parties, and nothing contained herein shall be interpreted to create an employer-employee, master-servant, a joint venture, or principal-agent relationship between any party in any respect.
- b. No Third-Party Beneficiaries. This Agreement is for the sole benefit of ITS and County and no person or entity has any rights under this Agreement as a third-party beneficiary.
- c. Officials Not Personally Liable. In no event shall any official, officer, employee, or agent of the State of Idaho, ITS, or County be liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, this Agreement, express or implied.
- d. Assignment of Liability. ITS and County shall be responsible only for the acts, omissions or negligence of its own officers, employees, or agents and only to the extent provided by law.
- e. Notices. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand or by certified mail, return receipt requested, to the other party at the address set forth below. Either party may change its address by giving notice of the change in accordance with this section.

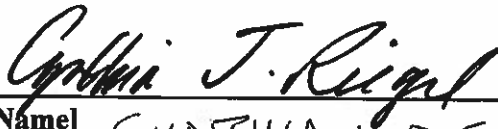
- f. Entire Agreement and Modification. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the parties. No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both parties.
- g. Addendums. Addendums constitute part of this Agreement and are incorporated into the Agreement by reference. Each Addendum can be viewed at <https://gis.idaho.gov/parcel-agreements>.
- i. Counties can request changes to Addendum A (Part 1 and Part 2) at any time using the online survey titled 'Update Addendum A: Included Attributes' found on <https://gis.idaho.gov/parcel-agreements>. Requested changes will be implemented by ITS within thirty (30) days of receipt of those requested changes.
- ii. Counties and ITS can request changes to Addendum B at any time using the online survey titled 'Update Addendum B: Participating Agencies' found on <https://gis.idaho.gov/parcel-agreements>. Upon receipt of the request ITS will add or remove the requested agency from Addendum B within thirty (30) days. Changes to the Public Agencies listed in Addendum B initiated by ITS will be communicated to the County through written notification. Upon receipt of the notification, the County has thirty (30) days to object to the proposed change in writing. If no written objections are received by ITS within that thirty (30) day period, then Addendum B will be updated accordingly.
- h. No Waiver. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- i. Authority and Compliance with Law. In sharing its Data with ITS, County warrants that it has the authority to share said Data and that County has complied with all federal, state, and local laws, ordinances, regulations, directives, and guidelines in sharing said Data.
- j. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.
- k. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Idaho.

State of Idaho
Office of Information Technology Services
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Suite B201
Boise, Idaho 83714

County
[Address] Teton County Idaho
150 Courthouse Dr.
Driggs, ID. 83455


[Name] JEFF WENK
[Title] Director, ITS

26 Jul 2022
Date


[Name] CYNTHIA J. RIEGEL
[Title] CHAIR, BOARD OF COUNTY COMMISSIONERS

7/11/22
Date

EXHIBIT A

Government Geographic Information System Data Product License Agreement

This License Agreement between the Governor's Office of Information Technology Services ("ITS") and the below identified public agency ("Licensee") is made in reference to the following facts:

Recitals

- A. The State ITS, has created a Geographic Information System ("GIS") comprising maps and other geographic information of and regarding the counties of Idaho.
- B. ITS continuously acquires, develops, maintains, and uses the GIS data in support of its internal business functions and the services it provides to State agencies.
- C. The GIS data represents a financial investment made by Idaho counties on behalf of its taxpayers and Idaho counties wish to protect their investment.
- D. County GIS data contains information that may be considered confidential or sensitive and divulging or publishing the information may cause harm or an actionable wrong against a person.
- E. Members of public agencies want to gain access to County GIS data.
- F. Certain counties ("County" or "Counties") wish to make their GIS data available in certain compilations, packages and formats including spatial and tabular data (the "Public Agency Dataset") for use by public agencies subject to the terms and conditions contained in this License Agreement.

Agreement

The parties agree as follows:

1. Rights Granted

- 1.1. ITS grants the Licensee a license to use the Public Agency Dataset.
- 1.2. The Public Agency Dataset shall be used for internal processes, which is limited to use by the employees and contractors working on behalf of the Public Agency. Internal processes are defined as recurring, routine and planned activities performed to fulfill the mission of the public agency. This License Agreement permits Licensee to utilize the Public Agency Dataset in accordance with the terms and conditions provided herein and does not constitute a sale of any title or interest in the Public Agency Dataset.

2. Assignment

- 2.1. Except as otherwise specifically provided herein, the Licensee shall not license, sub-license, assign, release, publish, transfer, sell or otherwise make available the Public Agency Dataset to the public. Information products created through aggregation or analyses of parcel data such as static maps and analyses results can be released to the public in the form of maps, publications and reports.
- 2.2. Neither this License Agreement nor the rights granted by it shall be assigned or transferred by the Licensee under any circumstance whatsoever. This restriction on assignments and transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void

3. Disclaimer

- 3.1. Any maps, publications, reports, or other documents prepared by Licensee, or Licensee's independent contractor, whose production utilizes Public Agency Dataset, will credit the source of the Public Agency Dataset with the following credit/disclaimer:

This (map/publication/report) includes parcel data generated by one or more Counties in Idaho and is aggregated and standardized by the Governor's Office of Information Technology (ITS). All digital data provided by the Idaho Counties and ITS is provided 'as-is' with no guarantee for its accuracy."

- 3.2. The Licensee shall require any independent contractor, hired to undertake work which will utilize Public Agency Dataset, to agree not to use, reproduce or redistribute Public Agency Dataset for any purpose other than the specified contracted work. All access to Public Agency Dataset utilized by an independent contractor will be revoked at the close of such contractual work. All copies of Public Agency Dataset made by an independent contractor, including other products or data sets where those data are utilized or included, will be deleted, wiped, digitally destroyed, or returned to the original Licensee at the close of such contractual work. The Licensee hereby agrees to abide by the use and reproduction conditions specified above and agrees to hold any independent contractor to the same terms.

4. Warranties and Liabilities

- 4.1. The Public Agency Dataset is subject to constant change and its accuracy and completeness cannot be, and is not, guaranteed by the Counties and ITS. ITS and the Counties make no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of the Public Agency Dataset, nor accept any liability arising from any incorrect, incomplete, or misleading information contained therein. There are no warranties, either expressed or implied, of merchantability or fitness of such Public Agency Dataset for a particular purpose.
- 4.2. Neither ITS nor the Counties are responsible for any incidental, consequential, or special damages arising out of the use of the Public Agency Dataset provided to the Licensee.

The Licensee agrees that the Public Agency Dataset shall be used and relied upon only at the sole risk of the Licensee.

5. Termination

- 5.1. In the event that the Licensee shall not faithfully perform any and all of Licensee's obligations under this License, ITS shall have the right to terminate this License.
- 5.2. ITS shall have the right to terminate this Agreement if: (a) Licensee attempts to assign its rights without the written consent of County or ITS; (b) if Licensee delivers or attempts to deliver the licensed data to another agency, corporation, or person without the prior written consent of the County and noticed to ITS.
- 5.3. This Agreement is effective as of the date when the last party signed this agreement and shall continue in effect until terminated.

6. Remedies

- 6.1. In the event of a breach or threatened breach of any of the provisions of this Agreement by the Licensee or any employee, representative or agent of the Licensee, ITS shall be entitled to preliminary and permanent injunctive relief to enforce the provisions hereof; but nothing shall preclude ITS from pursuing any action or other remedy, including for damages, for any breach or threatened breach of this Agreement, all of which shall be cumulative.
- 6.2. In the event that ITS prevails in any such action, it shall be entitled to recover from the
- 6.3. Licensee all attorneys' fees incurred in connection therewith.

7. Additional Provisions

- 7.1. This Agreement is the complete and exclusive statement of the agreement between the parties and supersedes any oral or written communications or representations relating hereto.
- 7.2. Pursuant to Idaho Code § 74-120, the information provided in the Public Agency Dataset is not being distributed for use as a mailing list or telephone number list, and no list of persons found in the Public Agency Dataset may be used as a mailing list or a telephone list unless such use is expressly permitted by Idaho law.
- 7.3. ITS shall provide access to the licensed data through electronic means.
- 7.4. The Licensee will do or cause to be done all things necessary to preserve its rights and meet its obligations under this License Agreement.
- 7.5. Licensee agrees that it will comply with all federal, state and local laws, ordinances, regulations, directives and guidelines in using any of the Public Agency Dataset.
- 7.6. This License Agreement shall be governed by the laws of the State of Idaho. The exclusive jurisdiction and venue for any lawsuit between the parties arising out of this License Agreement shall be Idaho.

- 7.7. If any provision of this License Agreement is determined to be invalid or unenforceable, the remaining provisions of the License Agreement shall continue to be valid and enforceable.
- 7.8. ITS shall in its sole discretion provide or withhold any of the above-described Public Agency Dataset as determined reasonable in any given circumstance.
- 7.9. This License Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

EXHIBIT B
Data Use Agreement for Data designated by the County as Open Data

Use of County (“County” or collectively, “Counties”) Parcel Data and associated Attributes (“Data”) or products derived from the Data (“Data Products”) by a public user (“User”) constitutes agreement to the following terms and conditions:

1. The Data and Data Products are subject to constant change and their accuracy and completeness cannot be, and are not, guaranteed by the Counties which supply the Data and Data Products or the Governor’s Office of Information Technology Services. The Governor’s Office of Information Technology Services and the Counties make no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of the Data Products, nor accept any liability arising from any incorrect, incomplete, or misleading information contained therein. There are no warranties, either expressed or implied, of merchantability or fitness of such Data Products for a particular purpose.
2. Neither the Governor’s Office of Information Technology Services nor the Counties shall be responsible for any incidental, consequential, or special damages arising out of the use of the Data or Data Products. The User agrees that the Data and Data Products shall be used and relied upon only at the sole risk of the User.
3. Pursuant to Idaho Code § 74-120, the information provided by the County is not being distributed for use as a mailing list or telephone number list, and no list of persons prepared by County may be used as a mailing list or a telephone list unless such use is expressly permitted by Idaho law.